SERFF Tracking #: ADIN-130796015 State Tracking #:

Company Tracking #: AIC-DC-HAB-FO-0317

State: District of Columbia Filing Company: Admiral Indemnity Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Habitational Program

Project Name/Number: Rewrite Coverage Changes/AIC-MS-HAB-FO/RU-0317

Filing at a Glance

Company: Admiral Indemnity Company

Product Name: Habitational Program State: District of Columbia

TOI: 05.0 CMP Liability and Non-Liability

Sub-TOI: 05.0003 Commercial Package

Filing Type: Form

Date Submitted: 11/07/2016

SERFF Tr Num: ADIN-130796015

SERFF Status: Assigned

State Tr Num:

State Status:

Co Tr Num: AIC-DC-HAB-FO-0317

Effective Date 03/01/2017

Requested (New):

Effective Date 03/01/2017

Requested (Renewal):

Author(s): Howard Ryerson

Reviewer(s): Angela King (primary)

Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

SERFF Tracking #: ADIN-130796015 State Tracking #:

Company Tracking #: AIC-DC-HAB-FO-0317

State: District of Columbia Filing Company: Admiral Indemnity Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Habitational Program

Project Name/Number: Rewrite Coverage Changes/AIC-MS-HAB-FO/RU-0317

General Information

Project Name: Rewrite Coverage Changes Status of Filing in Domicile: Not Filed

Project Number: AIC-MS-HAB-FO/RU-0317 Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 11/10/2016

State Status Changed: Deemer Date:

Created By: Howard Ryerson Submitted By: Howard Ryerson

Corresponding Filing Tracking Number: ADIN-130796119

Filing Description:

We are introducing the following new property and liability endorsements to be used in conjunction with our luxury Habitational

program:

Habitational Coverage Changes Endorsement (SP 335) – This mandatory form makes various coverage changes to the base

Habitational property forms.

Computer Coverage Endorsement (SP 337H) – This optional form provides a sublimit, selected by the policyholder, for Electronic Data Processing Equipment (Hardware) and Electronic Media and Records (including Software).

In addition, we are revising the following previously approved forms:

Multiple Deductible Form (SP 110) – We are making changes to the form which correspond to some of the changes being made with the introduction of the new Habitational Coverage Changes Endorsement (above).

Newly Acquired Property Exclusion Endorsement (SP 309) - We are revising this form to include reference to the Condominium Association Coverage Form.

Please refer to the filing memorandum for a complete description of all changes being introduced in conjunction with this filing.

We are seeking an effective date of March 1, 2017 for these changes.

Company and Contact

Filing Contact Information

Howard Ryerson, Director - Legal & hryerson@clermonthid.com

Regulatory Compliance

3 University Plaza 201-518-2540 [Phone] Suite 604 201-342-6381 [FAX]

Hackensack, NJ 07601

SERFF Tracking #: ADIN-130796015 State Tracking #: Company Tracking #: AIC-DC-HAB-FO-0317

State: District of Columbia Filing Company: Admiral Indemnity Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Habitational Program

Project Name/Number: Rewrite Coverage Changes/AIC-MS-HAB-FO/RU-0317

Filing Company Information

Admiral Indemnity Company CoCode: 44318 State of Domicile: Delaware

3 University Plaza Drive Group Code: 98 Company Type: P&C

Suite 604 Group Name: WR Berkley State ID Number:

Hackensack, NJ 07601 FEIN Number: 52-1772985 (201) 342-4211 ext. 2497[Phone]

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

SERFF Tracking #: ADIN-130796015 State Tracking #: Company Tracking #: AIC-DC-HAB-FO-0317

State: District of Columbia Filing Company: Admiral Indemnity Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Habitational Program

Project Name/Number: Rewrite Coverage Changes/AIC-MS-HAB-FO/RU-0317

Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Type	Action	Data		Score	Attachments
1		Restaurant Coverage Changes Endorsement	SP 335	01 17	END	New			0.000	SP 335 01 17.pdf
2		Multiple Deductible Form	SP 110	01 17	DEC	Replaced	Previous Filing Number:	MRTN- 129858929	0.000	SP 110 01 17.pdf
							Replaced Form Number:	SP 110 06 14		
3		Computer Coverage Endorsement	SP 337H	01 17	END	New			0.000	SP 337H 01 17.pdf
4		Newly Acquired Property Exclusion Endorsement	SP 309	01 16	END	Replaced	Previous Filing Number:	MRTN- 129858929		SP 309 01 16.pdf
							Replaced Form Number:	SP 309 01 14		

Form Type Legend:

Torm Type Legend.					
ABE	Application/Binder/Enrollment	ADV	Advertising		
BND	Bond	CER	Certificate		
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule		
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions		
ERS	Election/Rejection/Supplemental Applications	ОТН	Other		

POLICY NUMBER:	ENDORSEMENT NUMBER:
ISSUED TO:	
BY:	
EFFECTIVE DATE OF COVERAGE:	(12:01 A.M. Standard time at your mailing address shown in the

Declarations)

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

HABITATIONAL COVERAGE CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CAUSES OF LOSS – SPECIAL FORM

A. CHANGES TO THE CAUSES OF LOSS - SPECIAL FORM

- 1. Paragraph 1.c. of section C. Limitations is deleted in its entirety and replaced by the following:
 - **c.** The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from sand or dust, whether driven by wind or not, unless the building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the sand or dust enters.

B. CHANGES TO THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM

- 1. Paragraph 5. of section A. Coverage is amended to include the following at the end thereof:
 - j. Interior of Building
 - **a.** We will pay for loss to the interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not, whether or not the building or structure first sustains damage by a Covered Cause of Loss through which the rain, snow, sleet or ice enters.
 - **b.** In the event of a loss covered under **a.** above:
 - (1) When the building or structure has NOT first sustained damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters, we will subtract from the amount of loss or damage in any one "occurrence" the specific deductible applicable to this coverage and shown as the "Water Damage Interior Water Damage" deductible on the Multiple Deductible Form (SP 110); or
 - (2) When the building or structure has first sustained damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters, we will subtract from the amount of loss or damage in any one "occurrence" the specific deductible applicable to this coverage and shown as the "All Other Perils" deductible on the Multiple Deductible Form (SP 110).

C. CHANGES TO THE CONDOMINIUM ASSOCIATION COVERAGE FORM

- 1. Section **H. Definitions** is amended to include the following at the end thereof:
 - **4.** "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

All other terms and conditions of this policy remain unchanged.

SP 335 01 17 Page 1 of 1

POLICY NUMBER:	ENDORSEMENT NUMBER:		
ISSUED TO:			
BY:			
EFFECTIVE DATE OF COVERAGE:			

(12:01 A.M. Standard time at your mailing address shown in the Declarations)

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – SPECIAL FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

NOTE: IF ONE "OCCURRENCE" RESULTS IN LOSS OR DAMAGE AT MORE THAN ONE LOCATION, THE APPLICABLE DEDUCTIBLE(S) SHOWN BELOW WILL APPLY SEPARATELY TO LOSS OR DAMAGE AT EACH LOCATION THAT HAS SUSTAINED LOSS OR DAMAGE.

DEDUCTIBLES

	WATER	ALL OTHER PERILS	
LOCATION NUMBER	INTERIOR WATER DAMAGE (No Exterior Damage) ***	ALL OTHER WATER DAMAGE	(except where no deductible applies)

^{***} Loss to the interior of any building or structure, or to personal property in the building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, when the building or structure has NOT first sustained damage by a covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters.

POLICY NUMBER:	ENDORSEMENT NUMBER:
ISSUED TO:	
BY:	
EFFECTIVE DATE OF COVERAGE:	(12:01 A.M. Standard time at your mailing address shown in the

Declarations)

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

COMPUTER COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CAUSES OF LOSS – SPECIAL FORM

We will pay for direct physical loss of or damage to Electronic Data Processing Equipment (Hardware) and Electronic Media and Records (including Software) caused by or resulting from any Covered Cause of Loss, not to exceed \$______ blanket over both items.

- **A.** As it relates solely to the coverage provided by this endorsement, the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and CONDOMINIUM ASSOCIATION COVERAGE FORM are amended as follows:
 - 1. Paragraph A.1.b. is deleted in its entirety and replaced by the following:
 - b. Business Personal Property

Covered Property as used in this endorsement includes the following types of property that you own that are used in your business; and property of others as defined below, that is in your care, custody or control, but such property is not covered for more than the amount for which you are legally liable:

- (1) Electronic Data Processing Equipment (Hardware):
 - As used in this endorsement, Electronic Data Processing Equipment means:
 - (a) Programmable electronic equipment that is used to store, retrieve and process data; and
 - **(b)** Associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as data transmission; except as described in **(2)** below.
- (2) Electronic Media and Records (including Software):

As used in this endorsement, Electronic Media and Records means:

- (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells; and
- **(b)** Programming records used for electronic data processing or electronically controlled equipment.
- 2. Paragraph A.2. Property Not Covered is amended to include the following at the end thereof:
 - **q.** Property held as samples, held for rental or sale or that you rent to others;
 - **r.** Property in storage away from the premises shown in the Schedule, except as provided in the Coverage Extensions of this endorsement;
 - **s.** Electronic data processing equipment which is permanently installed or designed to be permanently installed or designed to be permanently installed in any aircraft, watercraft, motor truck or other vehicle subject to motor vehicle registration; or

SP 337H 01 17 Page 1 of 3

- **t.** Accounts, bills, evidences of debt and valuable papers and records. However, such property is Covered Property in its "converted data" form.
- 3. Paragraph A.5.a.(3) is deleted in its entirety and replaced by the following:

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- **(b)** 180 days expire after you acquire or begin construction on that part of the building that would qualify as Covered Property;
- **(c)** Specific insurance for Covered Property at the newly acquired or constructed premises is obtained; or
- (d) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property. The most we will pay for loss or damage under this Extension is \$25,000.

4. Paragraph **A.5.d.** is deleted in its entirety and replaced by the following:

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property at a location you do not own,
 - (a) While such property is in the course of transit or is located at a premises you do not own, lease or operate for not more than 180 days.
 - **(b)** Including duplicate or back-up electronic media and records that are stored at a separate location which is at least 100 feet from the premises described in the Schedule as applying to electronic media and records.
- (2) The most we will pay for loss or damage under this Extension is \$25,000.
- 5. Section H. is amended to include the following at the end thereof:
 - **5.** "Converted data" means information that is stored on electronic media that is capable of being communicated, processed or interpreted by electronic data processing equipment.
- **B.** As it relates solely to any coverage provided by this endorsement, the CAUSES OF LOSS SPECIAL FORM is amended as follows:
 - **1.** Only the following Exclusions of section **B. Exclusions** of the Causes of Loss Special Form apply to the coverage provided by this endorsement:
 - 1. c. Governmental Action
 - 1. d. Nuclear Hazard
 - 1. f. War and Military Action
 - 2. c. (1) Wear and Tear;
 - 2. c. (2) Rust, Corrosion, etc.
 - 2. f. Dishonest or Criminal Act, etc.
 - 3. b. Acts or Decisions
 - **3. c. (1)** Planning, etc.
 - 3. c. (2) Design, etc.
 - 3. c. (3) Materials, etc., and
 - 3. c. (4) Maintenance
 - **2.** Paragraph **B.2.** is amended to include the following at the end thereof:
 - **j.** Human errors or omissions in processing, recording or storing information on electronic media and records and electronic data processing equipment.
 - But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.
 - **k.** Failure, breakdown or malfunction of electronic media and records and electronic data processing equipment, including parts, while the media is being run through the equipment.
 - But, we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss are covered by this endorsement.

SP 337H 09 16 Page 2 of 3

- **I.** Installation, testing, repair or other similar service performed upon the electronic data processing media and records or electronic data processing equipment, including parts.
- **m.** Loss or damage to Covered Property or expense caused by or resulting from a virus, harmful programming code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected that has been designed to damage or destroy any part of the system or disrupt its normal operation.

All other terms and conditions of this policy remain unchanged.

SP 337H 09 16 Page 3 of 3

POLICY NUMBER:	ENDORSEMENT NUMBER:
ISSUED TO:	
BY:	
EFFECTIVE DATE OF COVERAGE:	
	(12:01 A.M. Standard time at your mailing address shown in the Declarations)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED PROPERTY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM

The above form is amended as follows:

1. Paragraph A.5.a. Newly Acquired Or Constructed Property is deleted in its entirety.

SP 309 01 16 Page 1 of 1

SERFF Tracking #: ADIN-130796015 State Tracking #: AIC-DC-HAB-FO-0317

State: District of Columbia Filing Company: Admiral Indemnity Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Habitational Program

Project Name/Number: Rewrite Coverage Changes/AIC-MS-HAB-FO/RU-0317

Supporting Document Schedules

Bypassed - Item:	Readability Certificate	
Bypass Reason:	Not applicable to this filing.	
Attachment(s):		
Item Status:		
Status Date:		
Bypassed - Item:	Consulting Authorization	
Bypass Reason:	Not applicable to this filing	
Attachment(s):		
Item Status:		
Status Date:		
Bypassed - Item:	Copy of Trust Agreement	
Bypass Reason:	Not applicable to this filing	
Attachment(s):		
Item Status:		
Status Date:		
Bypassed - Item:	Expedited SERFF Filing Transmittal Form	
Bypass Reason:	Not applicable to this filing	
Attachment(s):		
Item Status:		
Status Date:		
Satisfied - Item:	Filing Memorandum - Form Changes	
Comments:		
Attachment(s):	AIC - DC Habitational Form Changes - Cover Memo (01-17).pdf	
Item Status:		
Status Date:		
Satisfied - Item:	Side-by-Side Comparisons (Forms)	
Comments:		
Attachment(s):	Multiple Deductible Form Side-by-Side Comparison (SP 110 06 14 vs. SP 110 01 17).pdf Newly Acquired Property Exclusion Endorsement SXS (SP 309 01 14 vs SP 309 01 16).pdf	
Item Status:		

SERFF Tracking #: ADIN-130796015 State Tracking #: Company Tracking #: AIC-DC-HAB-FO-0317

State: District of Columbia Filing Company: Admiral Indemnity Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Habitational Program

Project Name/Number: Rewrite Coverage Changes/AIC-MS-HAB-FO/RU-0317

Status Date:

ADMIRAL INDEMNITY COMPANY HABITATIONAL CHANGES – DISTRICT OF COLUMBIA

PROPERTY CHANGES - FORMS

- **A.** We are introducing a new Habitational Coverage Changes Endorsement (SP 335). Through this new, mandatory endorsement, we are introducing the following changes:
 - 1. We are revising paragraph 1.c. of Section C. Limitations of both the Building and Personal Property Coverage Form and Condominium Association Coverage Form to indicate that there is no coverage for loss to the interior of any building or structure or to personal property in the building or structure, caused by or resulting from sand or dust unless the building or structure first sustains damage by a Coverage Cause of Loss to its roof or walls and the sand or dust enters through such damage/opening. This is consistent with our current coverage offering.
 - 2. We are adding coverage for loss to the interior of a building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice when the building or structure has not first sustained damage from a Covered Cause of Loss. In these instances, a separate "Water Damage Interior Water Damage" deductible will apply.
 - **3.** We are adding a definition of "stock" to our Condominium Association Coverage Form for consistency with our other Habitational forms. This definition is consistent with that of ISO.
- **B.** In conjunction with the changes described in paragraph **A.** above, we are revising the Multiple Deductible Form (SP 110) to reference the "Water Damage Interior Water Damage" deductible which is to be applied when a loss described in **A.2.** above occurs.
- **C.** We are introducing a new Computer Coverage Endorsement (SP 337H). Through this new, optional endorsement, policyholders may purchase a sublimit for Electronic Data Processing Equipment (Hardware) and Electronic Media and Records (including Software).
- **D.** We are revising our previously approved Newly Acquired Property Exclusion Endorsement (SP 309). We are adding reference to the Condominium Association Coverage Form.

LIABILITY CHANGES – FORMS

NO CHANGES

Page 1 of 1 Ed. 01/17

Multiple Deductible Form Form Change Side by Side Comparison

SP 110 06 14 Edition (Current)	SP 110 01 17 Edition (Proposed)	Description of Change(s)
THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.	THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.	No change
MULTIPLE DEDUCTIBLE FORM	MULTIPLE DEDUCTIBLE FORM	No change
This endorsement modifies insurance provided under the following:	This endorsement modifies insurance provided under the following:	No change
CAUSES OF LOSS – SPECIAL FORM	CAUSES OF LOSS – SPECIAL FORM	No change
BUILDING AND PERSONAL PROPERTY COVERAGE FORM	BUILDING AND PERSONAL PROPERTY COVERAGE FORM	No change
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM	No change
CONDOMINIUM ASSOCIATION COVERAGE FORM	CONDOMINIUM ASSOCIATION COVERAGE FORM	No change
CONDOMINIUM COMMERCIAL UNIT- OWNERS COVERAGE FORM	CONDOMINIUM COMMERCIAL UNIT- OWNERS COVERAGE FORM	No change
NOTE: If one "occurrence" results in loss or damage at more than one location, the applicable deductible(s) shown below will apply separately to loss or damage at each location that has sustained loss or damage.	NOTE: IF ONE "OCCURRENCE" RESULTS IN LOSS OR DAMAGE AT MORE THAN ONE LOCATION, THE APPLICABLE DEDUCTIBLE(S) SHOWN BELOW WILL APPLY SEPARATELY TO LOSS OR DAMAGE AT EACH LOCATION THAT HAS SUSTAINED LOSS OR DAMAGE.	No change
DEDUCTIBLES	DEDUCTIBLES	No change
LOCATION NUMBER CP 10 30 LIMITATION C.1.c.(1) *** ALL OTHER ALL OTHER PERILS (except where no deductible applies)	LOCATION NUMBER INTERIOR WATER DAMAGE (No Exterior Damage) *** WATER DAMAGE WATER DAMAGE (No Exterior Damage) *** ALL OTHER PERILS (except where no deductible applies)	We have changed the name of the Water Damage Deductibles for clarification purposes only.

Multiple Deductible Form Form Change Side by Side Comparison

SP 110 06 14 Edition (Current)	SP 110 01 17 Edition (Proposed)	Description of Change(s)
*** Interior of building or structure and Personal Property in the building or structure by rain, snow, sleet, ice, whether driven by wind or not, when the building or structure does not first sustain damage by a Covered Cause of Loss through which the rain, snow, sleet or ice enters.	*** Loss to the interior of any building or structure, or to personal property in the building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, when the building or structure has NOT first sustained damage by a covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters.	This language has been changed to track more closely with the corresponding language included within our new Restaurant Coverage Changes Endorsement (SP 336).

Newly Acquired Property Exclusion Endorsement (SP 309) Form Change Side by Side Comparison

SP 309 01 14 (Current)	SP 309 01 16 (Proposed)	Description of Change(s)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	No change
NEWLY ACQUIRED PROPERTY EXCLUSION ENDORSEMENT	NEWLY ACQUIRED PROPERTY EXCLUSION ENDORSEMENT	No change
This endorsement modifies insurance provided under the following:	This endorsement modifies insurance provided under the following:	No change
BUILDING AND PERSONAL PROPERTY COVERAGE FORM	BUILDING AND PERSONAL PROPERTY COVERAGE FORM	No change
	CONDOMINIUM ASSOCIATION COVERAGE FORM	We are adding reference to the Condominium Association Coverage Form so that, in addition to using this form with our Restaurant program, we will also use it in conjunction with our Habitational program. This eliminates the need to maintain two separate versions of this form.
The above form is amended as follows:	The above form is amended as follows:	No change
Paragraph A.5.a. Newly Acquired Or Constructed Property is deleted in its entirety.	Paragraph A.5.a. Newly Acquired Or Constructed Property is deleted in its entirety.	No change